

| | | | | | | | |
|--|---|-------------------|--|--|--|---|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. CONTRACT ID CODE | | PAGE OF PAGES | |
| 2. AMENDMENT/MODIFICATION NO. | | 3. EFFECTIVE DATE | | 4. REQUISITION/PURCHASE REQ. NO. | | 5. PROJECT NO. (If applicable) | |
| 6. ISSUED BY | | CODE | | 7. ADMINISTERED BY (If other than Item 6) | | CODE | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) | | | | (X) | | 9A. AMENDMENT OF SOLICITATION NO. | |
| | | | | | | 9B. DATED (SEE ITEM 11) | |
| | | | | | | 10A. MODIFICATION OF CONTRACT/ORDER NO. | |
| | | | | | | 10B. DATED (SEE ITEM 11) | |
| CODE | | FACILITY CODE | | | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | | | |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. | | | | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required) | | | | | | | |
| 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. | | | | | | | |
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. | | | | | | |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). | | | | | | |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: | | | | | | |
| | D. OTHER (Specify type of modification and authority) | | | | | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office. | | | | | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) | | | | | | | |
| | | | | | | | |
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) | | | |
| 15B. CONTRACTOR/OFFEROR | | 15C. DATE SIGNED | | 16B. UNITED STATES OF AMERICA | | 16C. DATE SIGNED | |
| _____ (Signature of person authorized to sign) | | | | _____ (Signature of Contracting Officer) | | | |

1. The closing date and time for receipt of offer(s) for the following locations is hereby extended to **Thursday, 03 February 2005 @ 3:00 PM Fort Belvoir, VA time:**

KGSO - Greensboro/Piedmont Triad IAP, North Carolina
KPDK - Atlanta/Dekalb-Peachtree Apt, Georgia
KPHF - Newport News/Williamsburg IAP, Virginia

2. The following Domestic Into-Plane location is hereby **added** to the schedule under Solicitation SP0600-04-R-0023. The Base Reference Date will remain 31 August 2004 as indicated on the basic solicitation. **Closing date and time for receipt of offer(s) for the following location is Thursday, 03 February 2005 @ 3:00 PM Fort Belvoir, VA Time.**

| ITEM NUMBER | LOCATION & PRODUCT | ESCALATOR | ESTIMATED QUANTITY |
|--|---------------------------------|--|-----------------------|
| ***** | | | |
| OKLAHOMA Date of Award through 31 March 2007 | | | |
| ***** | | | |
| KSWO | STILLWATER REGIONAL AIRPORT, OK | | |
| KSWO-BV | JET PETROLEUM 8 | OPIS Oklahoma City, OK Delivered Spot | 60,000 GL |
| | ACCEPTABLE ALTERNATE: | | |
| -BR | JET A W FSII | | |
| ***** | | | |

3. The following location is hereby **adjusted** to solicit the additional product Jet A w FSII. The base reference date, recommended escalator and period of performance remain the same as indicated on the basic solicitation for this location. The closing date and time for receipt of offer(s) for the following location is hereby extended to **Thursday, 03 February 2005 @ 3:00 PM Fort Belvoir, VA Time.**

| ITEM NUMBER | LOCATION & PRODUCT | ESCALATOR | ESTIMATED QUANTITY |
|--|--------------------|-----------------------------|-----------------------|
| ***** | | | |
| VIRGINIA 01 April 2005 - 31 March 2009 | | | |
| ***** | | | |
| KROA | ROANOKE RAPT, VA | | |
| KSWO-AR | JET A, W/O FSII | OPIS Roanoke Delivered Spot | 130,000 GL |
| KSWO-BR | JET A, W FSII | OPIS Roanoke Delivered Spot | 130,000 GL |
| ***** | | | |

4. The following three (3) DESC clauses have been revised, and are hereby incorporated in full text: B19.35 – Economic Price Adjustment – Market Price (Domestic Into-Plane) (DESC APR 2003); C2 – Specifications (Into-Plane) (DESC NOV 2004); E22 – List of Inspection Offices for DESC Contracts (DESC OCT 2004).

B19.35 ECONOMIC PRICE ADJUSTMENT – MARKET PRICE (DOMESTIC INTO-PLANE) (DESC APR 2003)**(a) WARRANTIES.** The Contractor warrants that—

(1) The unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause; and

(2) The prices to be invoiced hereunder shall be computed in accordance with the provisions of this clause.

(b) DEFINITIONS. As used throughout this clause--

(1) The term **base price** means the unit price set forth opposite the item in the contract Schedule.

(2) The term **market price** means the price or average of prices for the same or similar item, as set forth in the publication(s) listed in the table in paragraph (h) below, from which the base price is to fluctuate.

(3) The term **base market price** means the price or average of prices, as set forth in the publication(s) listed in the table in paragraph (h) below, in effect on the date listed in the RFP.

(4) The term **date of delivery** means the date and time product under this contract is delivered into-plane.

(5) The term **week** is a consecutive seven-day period beginning on a Monday.

(c) NOTIFICATION. The Contractor shall notify the Contracting Officer, Defense Energy Support Center, of any change in the market price by facsimile within 14 days from the date thereof.

(d) ADJUSTMENTS.

(1) The prices payable under this contract shall be adjusted upward or downward through issuance of contract modifications in accordance with the conditions set forth in this clause. One adjustment shall be made for each week during which the market prices have changed and shall become effective on the first day of the week. Any increase or decrease shall apply only to deliveries made on or after the first business day of the week and not the publication date of the trade price service or commercial journals listed in the table in paragraph (h) below. The amount of increase or decrease in the price payable under the contract shall be the same number of cents or fraction thereof that the market price increases or decreases per like unit of measure.

(i) In the event the Contractor fails to notify the Contracting Officer of any increase/decrease in market price, such increase/decrease shall apply only to deliveries made on and after the date of receipt by the Contracting Officer of a written notification from the Contractor of such increase/decrease.

(ii) **DAY OF PUBLICATION.** Except for items employing the publications listed in (A) and (B) below, the market price in effect on the date of delivery shall be that item's preselected market price published on the Monday of the week in which the delivery is made or, in the event there is no publication in that week, it shall be the item's preselected market price as last previously published.

NOTE 1: Oil Price Information Service's (OPIS) Petroskan data is dated on a Thursday but is incorporated into the following Monday's "hard copy" publication.

NOTE 2: DESC downloads the electronic versions of the price publications (i.e., Platts, OPIS). Occasionally, a slight discrepancy may be noted between the prices posted on the electronic version and the printed (hard copy) version. In such an event, the prices posted in the electronic version shall be used in determining adjustments under this clause.

(A) PLATTS OILGRAM PRICE REPORT. For items employing Platts Oilgram Price Report Spot Price Assessment, with an effective day of Monday or Tuesday of each week, the market price in effect on the date of delivery shall be that item's preselected market price officially on the electronic version on Monday's containing prices effective on the prior Friday of the week in which the delivery is made. For items employing Platts Oilgram Price Report 5 Day Rolling Average, the market price in effect on the date of delivery shall be that item's preselected market price published for 5 days ending on the Friday prior to the week in which the delivery is made. Normally, the average will be Monday through Friday; however, in the event of a holiday or other occurrence(s) for which Platts does not make an effective price, the closest effective price date(s) prior to Monday will be used to complete the 5 Day Rolling Average.

(B) When a combination of two different publications is utilized, the earlier date of the week shall control if differing published dates are used.

(2) The Contracting Officer shall calculate the adjusted prices based on the difference between the base market price and the market price. This difference shall be added to or subtracted from the base price to arrive at the current prices payable under this contract.

(3) The prices payable under this contract for any given week will be based on the last market price effective during the preceding week.

(4) The Contracting Officer shall issue a modification as soon as practicable after such price becomes effective. However, no modification incorporating an increase in a contract unit price shall be executed pursuant to this provision until the increase in the applicable published market price has been verified by the Contracting Officer or authorized representative.

(5) Contract price adjustments shall be provided via notification through contract modifications and/or posting to the DESC web page at <http://www.desc.dla.mil> under the heading **Doing Business with DESC**.

(6) The Contractor shall invoice and will be paid at the price set forth in the modification.

(7) **FAILURE TO DELIVER.** Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(8) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price pursuant to these economic price adjustment provisions shall not exceed 120 percent of the award price in any applicable program year (whether a single year or a multiyear program), except as provided hereafter.

(i) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.

(ii) If an actual increase in the market price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, until the Contracting Officer issues either a contract modification to raise the ceiling or written notification that the ceiling will not be raised.

(9) **REVISION OF MARKET PRICE INDICATOR.** In the event--

(i) Any applicable market price is discontinued or its method of derivation is altered substantially; or

(ii) The Contracting Officer determines that the market price indicator consistently and substantially failed to reflect market conditions—

the parties shall agree upon an appropriate and comparable substitute for determining the price adjustments hereunder. The contract shall be modified to reflect such substitute effective on the date the indicator was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract.

(e) **CONVERSION FACTORS.** If this clause requires quantity conversion for economic price adjustment purposes, the conversion factors for applicable products, as specified in the CONVERSION FACTORS provision, apply unless otherwise specified in the Schedule.

(f) **EXAMINATION OF RECORDS.** The Contractor agrees that the Contracting Officer or designated representatives shall have the right to examine the Contractor's books, records, documents, or other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause.

(g) **FINAL INVOICE.** The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.

(h) **TABLE.** The publication(s), market price(s), and other pertinent data are as follows:

| <u>Item Number</u> | <u>Publication</u> | <u>Location where market price is applicable</u> | <u>Name of product</u> | <u>Base market price as of (date)</u> |
|--------------------|--------------------|--|----------------------------|---|
|--------------------|--------------------|--|----------------------------|---|

(DESC 52.216-9F18)

C2 SPECIFICATIONS (INTO-PLANE) (DESC NOV 2004)**(a) SPECIFICATIONS.**

(1) Product to be supplied shall fully meet the requirements of the applicable specification(s) indicated in the Supply Schedule, except as modified below. Unless otherwise indicated by the Contractor, prior to award and in accordance with the EVALUATION OF OFFERS clause, the product offered will be assumed to fully meet the applicable specification(s).

(2) The specification for into-plane servicing of fuels at commercial airports is MIL-STD-1548E, dated December 15, 2003, which is incorporated into this contract. The following exceptions are incorporated into ATA Specification 103, revision 2004.1:

(i) Chapter 2-1.10: Change "...should have maintenance and operation (M&O) manuals..." to "...shall have maintenance and operation (M&O) manuals...".

(ii) Delete Chapter 2-4.2(a): "Floating suction with means of verifying proper operation".

(iii) Chapter 2-5.6.1(a) and Chapter 3-11: The opening and inspecting of storage tank interiors on an annual basis is optional.

(iv) Chapter 2-6.1: Change "aircraft operators" to "DESC ACO".

(3) Once every 90 days during the contract period, or every 180 days for AVGAS contracts, the Contractor is required to obtain, package, and ship samples of each grade of aviation fuel (Jet A and Jet A with Fuel System Icing Inhibitor (FSII) are separate grades) and AVGAS to a laboratory listed in Table II or III of MIL-STD-1548E. The sample size shall be a minimum of 3.8 liters (one gallon) for each grade of product handled. A DD Form 1222, Request for and Results of Tests, shall be used and shall accompany the sample to the laboratory indicating the Contractor's name, contract number, airport location, product designation, location the sample was taken from, date the sample was taken, and under the heading **Reason for Test**, select either **Into-plane Sample** or **Into-plane Retest**, as appropriate. The DD Form 1222 shall also be documented to indicate required tests. For turbine fuel samples, tests requested on the DD Form 1222 shall consist of flash point, freeze point, and thermal stability; on contracts that require FSII additive, an analysis for FSII content shall also be requested. If the contract requires FSII, but it is not injected until time of issue to the aircraft, the DD Form 1222 shall document that the sample does not require analysis for FSII content. **NOTE: If the contract has line items with and without FSII at the same location and the FSII is not injected until the time of issue, then only a single sample submission for both line items is required. Note on the DD Form 1222 that the single sample covers both line items, is without FSII and requires no FSII testing.** For AVGAS samples, the DD Form 1222 should be documented to request sample analyses consisting of distillation, vapor pressure, copper strip corrosion, and freeze point. All samples shall be taken in an epoxy coated can suitable for thermal stability testing as defined in ASTM D 4306. Each can used for these quarterly samples shall, as a minimum, be rinsed three (3) times with the same fuel to be sampled. All sample containers submitted to DoD labs shall be new and will not be returned to submitting Contractors. The samples to be submitted for testing shall be taken during flow from a refueler or aircraft servicing unit downstream of the unit's filtration vessel by way of a sample cock. Samples shall not be taken from a nozzle at the end of the aircraft refueling hoses. The sample can shall be immediately sealed after obtaining the sample. Aircraft fuel servicing equipment utilized under this contract shall be rotated quarterly until all servicing units are sampled.

(4) In addition to fuel quality requirements established in ATA 103 (for Type I locations) and Joint Inspection Group (JIG) I (for Type II locations), add the following test frequencies if FSII and/or static dissipator additive (SDA) is present or injected in aviation fuel: Every 30 days, analyze FSII content on storage tank or aircraft servicing unit samples; FSII content shall be .07 to .20. Every 7 days, perform a conductivity analysis from bulk stocks or aircraft servicing unit for SDA content; conductivity level serviced to aircraft shall be between 50 and 700 conductivity units (CUs).

(b) **NATIONAL STOCK NUMBERS (NSNs).** National Standard Stock Numbers pertaining to supplies listed in the Schedule are as follows:

| <u>NOUN</u> | <u>PRODUCT CODE</u> | <u>NSN</u> |
|-----------------------------|-------------------------|------------------|
| Turbine Fuel, Aviation, JAA | IAA | 9130-01-305-4097 |
| Turbine Fuel, Aviation, JA1 | IA1 | 9130-01-305-4096 |
| Turbine Fuel, Aviation, JAB | IAB | 9130-01-305-5595 |
| Turbine Fuel, Aviation, JP8 | IP8 | 9130-01-305-5597 |
| Turbine Fuel, Aviation, TS1 | TSI | 9130-01-492-4931 |
| Gasoline, Aviation, 100LL | I13 | 9130-01-446-6176 |

NOTE: Nouns, Product Codes, and National Stock Numbers are common whether the product provided is with or without FSII.

(DESC 52.246-9FU5)

E22 LIST OF INSPECTION OFFICES FOR DESC CONTRACTS (DESC OCT 2004)

The following lists shall be used to identify the Government inspection office assigned inspection responsibility for DESC contracts in a particular geographic area. These contracts include, but are not limited to, those for bulk petroleum products and additives, into-plane refueling, petroleum storage and laboratory services, coal, missile fuels (including compressed gases), and posts, camps, and stations. The area of inspection responsibility and corresponding office code are assigned in paragraphs (a) and (b). The address and phone number of each inspection office by office code is provided in paragraph (c). Unless a particular inspection office is identified in another part of the contract, the assignments in this clause shall apply.

(a) AREAS OF RESPONSIBILITY AND OFFICE CODES WITHIN THE CONTINENTAL UNITED STATES (CONUS):

| | | | | | |
|----------------------|-----|----------------|-----|----------------|-----|
| Alabama | 110 | Maine | 110 | Oklahoma | 110 |
| Arizona | 120 | Maryland | 110 | Oregon | 120 |
| Arkansas | 110 | Massachusetts | 110 | Pennsylvania | 110 |
| California | 120 | Michigan | 110 | Rhode Island | 110 |
| Colorado | 120 | Minnesota | 110 | South Carolina | 110 |
| Connecticut | 110 | Mississippi | 110 | South Dakota | 110 |
| Delaware | 110 | Missouri | 110 | Tennessee | 110 |
| District of Columbia | 110 | Montana | 120 | Texas | 110 |
| Florida | 110 | Nebraska | 110 | Utah | 120 |
| Georgia | 110 | Nevada | 120 | Vermont | 110 |
| Idaho | 120 | New Hampshire | 110 | Virginia | 110 |
| Illinois | 110 | New Jersey | 110 | Washington | 120 |
| Indiana | 110 | New Mexico | 120 | West Virginia | 110 |
| Iowa | 110 | New York | 110 | Wisconsin | 110 |
| Kansas | 110 | North Carolina | 110 | Wyoming | 120 |
| Kentucky | 110 | North Dakota | 110 | | |
| Louisiana | 110 | Ohio | 110 | | |

EXCEPTIONS:

- (1) The El Paso, Texas, area is assigned to Code 120 (DESC Americas – West).
- (2) The Newcastle, Wyoming, area is assigned to Code 110 (DESC Americas – East).

(b) AREAS OF RESPONSIBILITY AND OFFICE CODES OUTSIDE THE CONTINENTAL UNITED STATES (OCONUS) (INCLUDING ALASKA AND HAWAII):

| | | | | | | | |
|------------------|------------------|----------------------|-----|------------|------------------|----------------|------------------|
| Afghanistan | 400 | Djibouti | 400 | Kyrgyzstan | 400 | Russia | 200 |
| Africa | 200 ² | Egypt | 400 | Laos | 350 ¹ | Saudi Arabia | 400 |
| Alaska | 320 | Eritrea | 400 | Lebanon | 200 | Seychelles Is. | 400 |
| Antarctica | 310 | Ethiopia | 400 | Madagascar | 200 | Singapore | 350 ¹ |
| Armenia | 200 | Europe (Continental) | 200 | Malaysia | 350 ¹ | Somalia | 400 |
| Ascension Island | 111 | Georgia | 200 | Maldives | 350 ¹ | South America | 111 |
| Australia | 350 ¹ | Greenland | 200 | Malta | 200 | Sri Lanka | 350 ¹ |
| Azerbaijan | 200 | Hawaiian Islands | 310 | Mauritius | 200 | Sudan | 400 |
| Azores | 200 | Hong Kong | 330 | Mexico | 111 | Syria | 200 |

| | | | | | | | |
|--------------------|------------------|----------------|------------------|-----------------------|------------------|----------------|------------------|
| Bahrain | 400 | Iceland | 200 | Midway Island | 310 | Taiwan | 350 ¹ |
| Bangladesh | 350 ¹ | India | 350 ¹ | Mongolia | 330 | Tajikistan | 400 |
| Bermuda | 111 | Indonesia | 350 ¹ | Myanmar | 350 ¹ | Thailand | 350 ¹ |
| Bhutan | 350 ¹ | Ireland | 200 | Nepal | 350 ¹ | Turkey | 200 |
| Brunei | 350 ¹ | Iraq | 400 | New Zealand | 350 | Turkmenistan | 400 |
| Cambodia | 350 ¹ | Israel | 200 | Oman | 400 | United Arab | |
| Canada | 120 | Japan | 340 | Pacific Islands | | Emirates | 400 |
| Canary Island | 200 | Johnston Atoll | 310 | (Central & South) | 310 | United Kingdom | 200 |
| Caribbean Islands | 111 | Jordan | 400 | Pakistan | 400 | Uzbekistan | 400 |
| Central America | 111 | Kazakhstan | 400 | Papua New Guinea | 310 | Vietnam | 350 ¹ |
| Chagos Archipelago | 300 | Kenya | 400 | Philippines | 350 ¹ | Wake Island | 310 |
| Comoros | 200 | Korea | 330 | Qatar | 400 | Yemen | 400 |
| Cyprus | 200 | Kuwait | 400 | Ryukus Islands, Japan | 340 | | |

^[1] A copy of all documentation related to the inspection of product shipments by DESC Singapore should also be sent to Code 300, DESC Pacific.

^[2] Except for those countries specifically assigned to DESC Middle East in the above list, all other countries in Africa fall under DESC Europe.

(c) INSPECTION OFFICES AND CODES.

110. DESC Americas -- East
Federal Building, Room 1005
2320 LaBranch Street
Houston, TX 77004-1091
Phone: (713) 718-3883
FAX: (713) 718-3891

111. DESC Homestead
360 Coral Sea Blvd.
Homestead AFB, FL 33039-1299
Phone: (305) 258-7454/55/56
FAX: (305) 258-7761

120. DESC Americas -- West
3171 N Gaffey Street
San Pedro, CA 90731-1099
Phone: (310) 900-6960
FAX: (310) 900-6973

200. DESC Europe
ATTN: Quality Manager
CMR 443, Box 5000
APO AE 09096-5000
[Location: Wiesbaden, Germany]
Phone: 49-611-380-7413/7541³
FAX: 49-611-380-7406³

300. DESC Pacific
ATTN: Quality Manager
Building 11
Camp H M Smith, HI 96861
Phone: (808) 477-1173
FAX: (808) 477-5710
310. DESC Middle Pacific
Building 11
Camp H M Smith, HI 96861
Phone: (808) 477-5441
FAX: (808) 477-5710
320. DESC Alaska
10480 22nd Street
Elmendorf AFB, AK 99506-2500
Phone: (907) 552-3949
FAX: (907) 753-0517
330. DESC Korea
Building T-383 (CP OSCAR)
APO AP 96218-0171
[Location: Camp Walker, Taegu, Korea]
Phone: 82-53-470-5204³
FAX: 82-53-470-5103³
340. DESC Japan
Yokota Building 714, Room 211/B-18
Unit 5266
APO AP 96328-5266
[Location: Yokota AB, Japan]
Phone: 81-311-755-2673³
FAX: 81-311-755-3598³
350. DESC Singapore
c/o NRCC Singapore
PSC 470, Box 2100
FPO AP 96534-2100
Phone: 65-6750-2070/2013
FAX: 65-6750-2080/2635
400. DESC Middle East
ATTN: Quality Manager
PSC 451, Box DESC-ME
FPO AP 09834-2800
[Location: Juffair, Bahrain]
Phone: 973-724-650³
FAX: 973-724-670³

^[3] Dial 011 before these numbers when calling from the U.S. When calling these numbers from outside the U.S., use the appropriate international long distance prefix for the country where the call originates.

(DESC 52.246-9F40)

5. Effective January 01, 2005 DESC Clauses F56.01 and G150.02-1 have been modified to incorporate the new AIR Card Contractor (ACC) as follows:

F56.01 DELIVERY AND INVOICING REQUIREMENTS (INTO-PLANE) (DESC JAN 2005)

(a) GENERAL DELIVERY CONDITIONS. Except as otherwise provided in the Schedule--

(1) Delivery shall be made f.o.b. to the aircraft or specified Government equipment.
 (2) The Contractor shall provide a responsible source of contact 24 hours a day, 7 days a week.
 (3) Requests for delivery shall be made by the Ordering Officer, and the Contractor shall deliver the product to be furnished by all methods of delivery.

(4) Defuel and reservice of product from aircraft shall be processed as a ground service. In contracts where defuel and reservice have been authorized as a separate contract line item number (CLIN), the DEFUELING/RESERVICING clause applies.

(5) If an into-truck or into-bladder line item is awarded, the Contractor shall deliver the product into U.S. Government-owned or leased refueling units via a permanently installed bulk storage dispensing system located at the airport or the Contractor's facility.

(6) Regularly scheduled aircraft to be refueled have priority over unscheduled aircraft and shall be serviced promptly upon arrival. Unscheduled aircraft to be refueled shall be serviced promptly on a first come, first served basis. Where advance notice requirements apply for after hours refueling, such aircraft shall be serviced promptly at the conclusion of any required advance notice period.

(7) The Contractor is authorized to make deliveries of awarded products into U.S. Government aerospace ground support equipment is requested by the Ordering Officer. Such deliveries into other than aircraft or refueling units shall be treated as deliveries into aircraft.

(8) The unit of quantity, as used in this contract, shall be in U.S. gallons of 231 cubic inches. The quantity delivered hereunder shall be determined by calibrated meter and shall be determined as net for invoicing purposes.

(9) Where calibrated meters are rated in liters and imperial gallons, the following conversion factors will be used to obtain U.S. gallons:

(i) Multiply liters by 0.264172.

(ii) Multiply imperial gallons by 1.20095

(b) PREPARATION OF DELIVERY RECORDS FOR ELECTRONIC POINT OF SALE AND MANUAL PROCESSING OF AVIATION INTO-PLANE REIMBURSEMENT (AIR) CARDS.

(1) For refueling purposes, the Ordering Officer (aircrew member) will provide a U.S. Government/AIR Card (commercial purchasing card). The AIR card is platinum in color with an eagle in the background, silver lettering, DLA and AIR Card Contractor (ACC) Multi Service logos.

(i) Electronic Point of Sale (POS) Reader or Electronic Reader Transactions – ACC Provided Readers.

(A) In accordance with the Multi Service contract, the ACC will develop and maintain an electronic POS reader for collection of AIR Card transaction data at no cost to DESC into-plane Fixed-Base Operators (FBOs).

(B) The electronic POS readers are enabled to collect both contract and non-contract transaction details. In addition to a primary ACC device, the ACC will actively work to add the capability to read and transmit AIR Card transaction details to other electronic POS devices already deployed and used for other proprietary aviation networks. If the Contractor has a POS reader that has not been provided by the ACC, the Contractor shall test the transaction with the ACC to ensure that the applicable reader software is compatible with the ACC equipment. The reader must be programmed to reflect the DESC contract award information. Standard commercial readers programmed only for commercial transactions may not be used unless tested and reprogrammed with the ACC.

(ii) **Manual Transactions.** Using a mechanical imprinter, the Contractor shall ensure the data embossed on the AIR Card is transferred onto the commercial delivery receipt or U.S. Government form.

(2) In the event the Ordering Officer fails to physically show the platinum AIR Card to the refueler, the Ordering Officer and refueling crew will jointly and physically verify the tail number of the aircraft to be refueled or, in the case

of the U.S. Navy, the Navy Unit Identification Number/Serial Number and the aircraft's home station and address. The Ordering Officer may also obtain the AIR Card number by calling the ACC at **1-866-308-3811** or international collect at **1-913-217-9303**. If the Ordering Officer is unable to provide either an AIR Card or to obtain the requisite AIR Card information via the aforementioned phone numbers, the purchase shall be processed as a local purchase. The Contractor shall forward the DD Form 44 used for local purchases to DESC-RRF for validation and processing. If the aircrew does not comply with the above while at the contract location, the Contractor shall notify the DESC Contracting Officer of the incident, in writing, within 72 hours of occurrence in an effort to further educate the aircrew of the required into-plane procedures. Written notification to the Contracting Officer shall explain the situation, the method of purchasing, and identification of the aircrew and unit that failed to have the proper identification card.

(3) The Contractor shall ensure at a minimum that the following data are recorded (printed or a combination of printing and imprinting) on the delivery receipt after the Ordering Officer presents an AIR Card. The Contractor shall record deliveries to all U.S. or U.S.-designated aircraft on a commercial delivery receipt or U.S. Government form.

(i) Merchant Identification Number (MIN) (available from the ACC – Call **1-866-308-3811**) or the four character ICAO airport identifier.

(ii) AIR Card Number (Carnet number);

(iii) Tail number/Side number or Navy Unit Identification Code/Serial Number (no more than 10 characters: alpha/numeric);

(iv) Contract Number;

(v) Delivery date reflected as MM/DD/YYYY or DD/MM/YYYY or by Julian date;

(vi) Grade of fuel;

(vii) Net quantity in U.S. gallons for fuels (expressed in whole numbers only);

(viii) **Signature of fueling operator and signature of Ordering Officer.** If a DD Form 1898 Identaplate is presented, the Contractor should annotate the Squadron, address, and telephone number on the delivery ticket and subsequent invoice, and separate invoices from AIR Card receipts for separate processing.

(ix) **Overtime charges.** If authorized under the contract, these charges shall be documented by annotating the start and stop times and the total time for overtime charges; i.e., 1 hour and 15 minutes would be reflected as 1.25; 2 hours and 30 minutes would be reflected as 2.50. If the Contractor fails to annotate the time on the delivery receipt, the Contractor's annotated delivery ticket signed by the Ordering Officer is also acceptable to substantiate overtime charges. Billing of the overtime will be on the same invoice as the applicable delivery; and

(x) Defuel/Reservice if authorized under the contract.

(c) SUBMISSION OF INVOICES FOR PAYMENT FOR MANUAL TRANSACTIONS.

(1) The Contractor will prepare and the Ordering Officer will sign a commercial delivery receipt, sales ticket, or U.S. Government form at the time of delivery. One copy of the delivery receipt must be furnished to the pilot or crew chief at the time of delivery. A copy of the delivery receipt/ticket shall be retained by the Contractor and a copy of the delivery receipt/ticket shall be processed with the Contractor's invoice to the ACC.

(2) For deliveries of product into-plane, into-truck, or into-bladder to U.S.-designated aircraft or authorized users, Contractors shall submit via regular mail an invoice with the information outlined in (b)(3) above and a summary of commercial delivery receipt information or sales data to the following address:

MULTI SERVICE – AIR CARD
PO BOX 419082
KANSAS CITY, MO 64141

(3) If invoice and summary are dispatched by courier, see the COURIER DELIVERY OF INVOICE (INTO-PLANE) clause.

(4) The applicable invoice can be sent electronically via email to **aircardinvoices@multiservice.com** or by flat file or other format to the ACC. Email is accepted at any time; however, Contractors shall make the necessary arrangements through the ACC prior to submitting other electronic data. Facsimile invoices are authorized and shall be sent to the ACC at **1-913-451-2135**. The ACC's confirmation number is **1-913-451-2400** and ask for the International Billing Support Team.

(5) By submission of an invoice for payment processing, the Contractor certifies that all delivery receipts supporting the subject invoice were signed by an Ordering Officer from an aircraft of an authorized user listed in this clause. Summary delivery receipt data submitted by the Contractor shall contain the information noted in (b) above.

(6) DFAS Columbus will be responsible for making payments in U.S. dollars on all contract line items awarded.

(7) In addition to the elements listed in the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (INTO-PLANE) clause, the elements of a **proper into-plane invoice** from the Contractor to the ACC are as follows:

Contract number
 Delivery date
 Total dollar value of the non-fuel products of the invoice
 Delivery ticket numbers

AND

AIRCRAFT INFORMATION

AIR Card Details

AIR Card Number (Carnet Number)
 Tail Number/Side Number or
 Navy Unit Identification Code/Serial Number

NOTE: Tax exemption documents, customs clarification sheets, etc., shall also include the contract number, CLIN, and applicable invoice number that shall be sent to the ACC along with the invoice package. Only one applicable document per invoice is allowed.

(d) **ANCILLARY GROUND SERVICES.** The AIR Card can also be used to purchase authorized ground services. At a minimum, allowable ground/ramp services are stated below.

- (1) Defuel/reservice;
- (2) Aircraft landing, ramp or parking fees;
- (3) Slot time fees;
- (4) Necessary ground equipment service (i.e., GPU, baggage conveyer belt, electrical grounding hookup, stairs, start carts, etc.);
- (5) Aircraft housekeeping or cleaning services (i.e., trash collection, vacuuming, lavatory servicing, potable water, etc.);
- (6) Catering, food and non-alcoholic beverage replenishment aboard the aircraft;
- (7) Supplies (i.e., maps, navigational aids);
- (8) Security services for the aircraft at the airport or airfield;
- (9) De-icing services;
- (10) Custom fees (if paid by refueling vendor);
- (11) Lubrication oils, both synthetic and petroleum based;
- (12) Hydraulic Fluid; and
- (13) Aviator breathing oxygen (ABO).

Reimbursements for ground services are made by the ACC directly, therefore, Contractors should contact the ACC for applicable merchant agreements and payment terms and conditions for non-contract line items that will not be reimbursed by DESC or DFAS Columbus. The ACC will accept a consolidated invoice that reflects both contract refueling and ground services received; provided the services have been performed by the same vendor. In the case of defuel and reservice where fuel is defueled and later reserviced with additional fuel quantity being required, the Contractor will bill for the additional quantity at the current escalated contract price.

- (e) **AUTHORIZED USERS.** The following aircraft are authorized to obtain fuel at DESC contract locations:
- (1) Aircraft of all Department of Defense components including the National Guard and Reserve activities;
 - (2) Agency aircraft of other departments and agencies of the U.S. Government. **NOTE: Federal Civilian aircraft are authorized but not mandated to use the DESC into-plane contracts for refueling at commercial airports;**
 - (3) Military aircraft of the Canadian government and Canadian government Department of Transportation presenting a valid AIR Card;
 - (4) Aircraft of the German Air Force presenting a valid AIR Card;
 - (5) Foreign Military Sales (FMS) aircraft that present an AIR Card;

(6) State and local law enforcement aircraft, or any aircraft designated in writing by the Contracting Officer during the performance period. (In the event there is insufficient time, the Contractor will be notified verbally, with written confirmation to follow.)

(7) VIP aircraft are authorized but not mandated to use the DESC into-plane contracts for refueling at commercial locations.

(8) Incognito aircraft not wishing to be identified as U.S. Government or military-related that present a commercial Multi Service Card or otherwise developed commercial card to the Contractor requesting contract price fuel. Written authorization from the Contracting Officer may be provided as well.

(9) Military aircraft participating in a civil Air Show are authorized but not mandated to use the DESC into-plane contract for refueling during the specified Air Show duties.

(DESC 52.242-9FL1)

G150.02-1 COURIER DELIVERY OF INVOICES (INTO-PLANE) (DESC JAN 2005)

(a) Couriers, acting on behalf of Contractors, must deliver Contractor invoices being submitted for payment to the following mailroom street address:

MULTI SERVICE CORPORATION
8650 COLLEGE BLVD
OVERLAND PARK, KS 66210

(b) The AIR Card Contractor (ACC) has 24 hours to electronically forward invoices to the Government payment office. The prompt payment clock begins upon receipt of the invoice by the ACC.

(DESC 52.232-9F68)